BLACKSTONE SHIPPING NETHERLANDS BV

Terms and conditions of BLACKSTONE SHIPPING NETHERLANDS BV

CONTRACT OF CARRIAGE

Contract of Carrage continued from the front page

1. UEFINITIONS
The following definitions shall apply in this Bill of Lading:
Carrier: means BLACKSTONE SHIPPING NETHERLÄNDS B.V.
COGSA: means the U.S. Carriage of Goods by Sea Act, 1936.
COMBod: Transport carries of the Carrier has indicated a Pilace of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage and Inland Transport.

the front hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage and Inland Transport.

Container: includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any connected or accessory equipment.

Frieight: includes the freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading, including storage, per diem and demurrage.

Goods: includes the whole or any part of the cargo carried under this Bill of Lading, including any packing the special part of the cargo carried under this Bill of Lading, including any packing the part of the part of the part of the Bill of Lading, including any packing the part of the part of the part of the Bill of Lading, single and the provisions of the Herealtonal Convention for the Unification of Cartial Rules relating to Bills of Lading signed at Brussels on 25 August 1924 with the express exclusion of Article 9. Hegue-Visby Rules to Dember 1979 (SDR Protocol) where applicable adopted at Brussels on 25 February 1968, and 21st December 1979 (SDR Protocol) where applicable contractually apply the Hague-Visby Rules to this Bill of Lading and they shall apply only when compulsorily applicable by the law opervining this Bill of Lading, inland Transport means carriage during Combined Transport Other than between the Port of Loading and the Port of Usadrage.

inland Transport: means carriage during Combined Transport other than between the Port of Loading and the Port of Discharge. Merchant includes the Shipper, Consignee, holder of this Bill of Lading, the receiver of the Goods and any Person windle, entitled to or daming the possession of the Goods or of this Bill of Lading or anyone acting on behalf of this Person. Includes an individual, corporation, company or any other legal entity. Place of Delivery: means the place at which the Carrier has contracted to deliver the Goods, when such place is other than the Port of Discharge.

place is other than the Port of Discharge.

Place of Receipt: means the place at which the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading, when such place is other than the Port of Loading.

Powerene Act. means the United States Federal Bill of Lading Act, 1916.49 U.SC. 801 or any amendments thereto. Port-to-Port carriage: means carriage between the Port of Loading and the Port of Discharge.

alterioriteits freietic. Por corriage, means can get extreme in the Total Cooperations of the Vessel(s) other frain the Carrier, as well as stevedores, terminals and groupage operators, road and rall transport operators, warehousemen and any independent contractors employed by the Carrier performing the carriage and any direct or indirect Subcontractors, sevents and agenist thereof whether in direct contractual privity or not. Vessel: includes the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft utilized by the Carrier for carriage by sea.

2. CONTRACTING PARTIES AND WARRANTY
The contract evidenced by this Bill of Lading is between the Carrier and the Merchant. Every Person defined as "Merchant" is jointly and severally liable towards the Carrier for all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Bill of Lading and to pay the Freight due under it without deduction or set-off. The Merchant warrants that in agreeting to the terms and conditions in this Bill of Lading, a bit the owner of the Goods or he does so with the authority of the owner of the Goods or of this Bill of Lading.

A CARRIER'S TARIF

The terms and conditions of the Carrier's applicable Tariff are incorporated into this Bill of lading.
Particular attention is drawn to terms and conditions concerning additional charges including demurrage,
per diem, storage expenses and legal fees, etc. A copy of the applicable Tariff can be obtained from the
Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff, it he case
of any conflict or inconsistency between this Bill of Lading and the applicable Tariff, it is agreed that this Bill
of Lading shall prevail.

4. SUBCONTRACTING AND INDEMNITY

A: SUBCONTRACTING AND INDEMNITY

4.1 The Carrier shall be entitled to sub-contract on any terms whalsoever the whole or any part of the carriage, including liberty to further sub-contract.

4.2 The Merchant undertakes that no claim or allegation whether arising in contract, ballment, tort or 4.2 The Merchant undertakes that no claim or allegation whether arising in contract, ballment, tort or 4.2 The Merchant undertakes that no claim or allegation whether arising in contract, ballment, tort or stempts to impose upon any of them or any lessels owned or or barriered by any of them any liability whatsoever in connection with the Goods of the carriage of the Goods whether or not arising out of negligence on the part of such Person. If any such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and Subcontractor shall have the benefit of all terms and conditions were expressly for their benefit. In entering into this contract, the Carrier, to the extent of such terms and conditions, does so on its sown behalf and also as agent and trustee for such extent of such terms and conditions, does so not its sown behalf and also as agent and trustee for such extent of such terms and conditions, does so not its sown behalf and also as agent and trustee for such extent of such terms and conditions of this such extension of clause 4.2, including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whistoever nature against other Persons Chartering against the Carrier any liability whistoever in connection with the Goods or the carriage of the Goods of ther than in accordance with the terms and conditions of this Bill of Lading, whether or not arising out of negligence or misdelivery on the part of the Carrier, and if any such claim or allegation in respect of the Goods of the than in accordance with the terms and conditions of thi

5. CARRIER'S RESPONSIBILITY

3. U-MANIER 3 KESPUNSIBILIT 1
5. I Port-to-Port carriage = licarriage under this Bill of Lading is Port-to-Port:
(a) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods have been

at the moment that the Goods are loaded on board the Vessel and Shall end when the Goods have been discharged from the Vessel.

(b) This Bill of Lading shall be subject to the Hague Rules unless the governing law makes the Hague or the Hague-Visby Rules complisating applicable in Wholl case the said Hague or Hague-Visby Rules complisating applicable.

(c) Notwithstanding the above, in case and to the extent that they are complisating any to the Carrier's period of responsibility whether in contract, to hairment or otherwise be all or any part of the period before loading, or the period after discharge, including for misdelivery, then Carrier shall have the benefit of every right, defence, immunity, limitation and liberly provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea.

sea.
5.2 Combined Transport – The Carrier's liability for Combined Transport shall be as follows: 5.2.1 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier is in accordance with dause 5.1 above.
5.2.2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined:

accordance with clause 6.1 above.

5.2 2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined.

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5.2 2 Where the loss or damage occurred during Inland Transport, or contained applicable to the means of transport outsides.

5.2 4 Where the case where a separate contract had been made in respect to the particular stage of transport concerned, orligh where no international convention, national law regulation would have been compulsorily applicable by the contract of carriage issued by the Subcontractor carrier, which contract the Merchant and the Carrier adopt and incorporate by reference, it being agreed that the Carrier sights and liabilities shall be the same as flowed in the Carrier sight and liabilities shall be the same as flowed in the Carrier sight and liabilities shall be the same as flowed in the Carrier sight and liabilities shall be the same as flowed in the Carrier sight and liabilities shall be the same as flowed in the Carrier sight and liabilities shall be the same as flowed in the Carrier sight and liabilities shall be determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, and the carrier sight in the car

the Goods by the Carrier to the customs or port authorities.

6. I.S. TRADE CLAUSE

6. I Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit is brought in the United States, this Bill of Lading shall have effect subject to the provisions of the COS-A and to the provisions of the COS-A and to the provisions of the COS-A and to the provisions of the Commerce Act regardless of whether subject to the provisions of the COS-A and to the provisions of the Cost of the Cos

convenience of the Merchant, regardless of whether said pallet or unit sidisclosed on the front hereof.

7. COMPENSAT TOM NON LABLITY PROVISIONS

7.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for reference to the importance of the condition of the

unit.
7.2.2 Where COSSA applies by virtue of clause 6, neither the Carrier nor the Vessel shall an any event be or become liable in an annual exceeding USSSO per package or per customary freight unit.
7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the Value of the Goods. Higher compensation than that provided for in this Bill of Lading may be claimed only when, with the writen confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of this Bill of Lading and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Bill of Lading. Any partial loss or damage shall be adjusted pro rate on the basis of such Declared Value.

7.4 Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country or which would have been applicable in the absence of any of the terms set out in this Bill of Lading. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of

e Vessel. 5 When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to frights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release dindemnity immediately when requested by the Carrier.

8. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

to Southe University ELAY, CONSEQUENTIAL DAMAGES

The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call whether named in this Bill of Lading contract or not and may include transport of the Goods to or for many facilities used by the Carrier as part of the carriage, including but not limited to off-clock storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time. Advertised salings and arrivis are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. In no event shall the Carrier be liable for consequential damages or for any delay in scheduled departures or arrivals of any Vessel or other conveyances used to transport the Goods by sea or otherwise. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the carriage.

9. METHODS AND ROUTES OF CARRIAGE

9. METHODS AND ROUTES OF CARRIAGE
9. 1 The Carrier may stary live and without notice to the Merchant:
(a) use any means of transport or storage whatsoever;
(b) transfer the Goods from one conveyance to another including transhipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever, even though transhipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;
(c) sall without proceed via any route (whether or not the nearest or most direct or customary or (s) sall without proceed via any route (whether or not the nearest or most direct or customary or (s) sall without proceed via any route (whether or not the nearest or most direct or customary or (a) sall without proceed via any protect of the customary or continuing the Port of Loading or Heum to and styl at any port or place whatsoever (including the Port of Loading or Port of Discharge) and store the Goods at any such port or place, including but not limited to the use of off-dock storage at any port;
(d) load and unload the Goods at any place or port (whether or not any such port is named on the front hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place, including but not limited to the use of off-dock storage at any port;
(e) comply with any orders or recommendations given by any government or subhity or any Person or business or any conveyance employed by the Carrier the right to give orders or directions.

9.2 The liberties sed out in clause 5 I may be invoked by the Carrier the right to give orders or directions, so that the carriage of the Goods, including but not limited to loading or unloading other yoods, bunkering or embarking or disembarking any Person(s), undergoing prepars and/or drydocking, towing or being towed, assisting other vessels, making that tips and adjusting instruments. Anything one or not do in accordance with the advertient.

10 NOTICE OF CLAIMS TIME BAR AND JURISDICTION

10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION
10.1 Notice - of loss or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery, If the loss or damage is not apparent before or at the time of delivery, notice must be divery under the Carrier's agent at the Port of Discharge before or at the time of delivery, notice must be uple with which the Carrier's agent at the Port of Discharge 10.2. Time bar - in any eight in the Carrier's agent at the Port of Discharge control and be discharged that all the discharged that all the Carrier's agent at the Port of Discharge charged that the Carrier's agent and the Carrier's agent and

11. MERCHANT-PACKED CONTAINERS
If a Container has not been packed by or on behalf of the Carrier.

11.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it.

11.1 The Merchant shall inspect the Container shall be primar facile evidence of fits being sound and suitable for use.

11.1 The Merchant is use of the Container shall be primar facile evidence of fits being sound and suitable for use.

(a) the manner in which the Goods have been packed, slowed, stuffed or secured in the Container, or

(b) the unsuitability of the Goods for carriage in the Container supplied or for carriage by Container between the Ports or Places specified herein, or

(c) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the Merchant at or pror to the time when the Container was packed, or

(d) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Goods that are not properly pre-cooled to the correct carrying temperature of the temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature for customs or security control intact, or the Carrier can establish hone fide circumstances in which the original seal was replaced, the Carrier shall not be liable for any shortage of Goods ascertained upon delivery.

delivery.

11.4 The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in clause 11.2, including but not limited to damage to Container, other cargo and the Vessel.

12. REFRIGERATION, HEATING, INSULATION

2.2 REFRIGERATION, HEATING, INSULATION
12.1 Special Containers with retrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Bill of Lading and extra Friegin pad. If a carrying temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at plus or minus 2 degrees Celsius from the noted temperature, and the Carrier shall exercise due deligence to maintain such supply air temperature, plus or minus 2 degrees Celsius white the Goods are in its possession. IT IS THE MERCHANTS SOBILGATION TO SET ANDIOR CHECK THATT THE TEMPERATURE AND TO PROPERLY SET ANDIOR CHECK THATT THE TEMPERATURE CONTROLS ON THE CONTAINER AREA THE REQUIRED CARRYING TEMPERATURE AND TO PROPERLY SET ANDIOR CHECK THATT THE TEMPERATURE AND TO PROPERLY SET ANDIOR CHECK THATT THE TEMPERATURE CONTROLS ON THE CONTAINER AREA THE REQUIRED CARRYING TEMPERATURE AND TO PROPERLY SET ANDIOR CHECK THAT THE TEMPERATURE AND TO PROPERLY SET ANDIOR CHECK THAT THE REPRESATURE AND TO PROPERLY SET ANDIOR CHECK THAT THE REPRESATURE AND TO PROPERLY SET ANDIOR CHECK THAT THE REPRESATURE AND TO PROPERLY SET ANDIOR CHECK THAT THE REPRESATURE AND TO PROPERLY SET ANDIOR CHECK THAT THE REPRESATURE AND TO PROPERLY SET ANDIOR CHECK THAT THE REPRESATURE AND TO PROPERLY SET ANDIOR CHECK THAT THE REPRESATURE AND TO PROPERLY SET ANDIOR CHECK THAT THE ANDIOR CHECK

13. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES

Inspection - The Carrier shall be entitled, but shall be under no obligation, to open and/or scan any package or Container at any time and to inspect, verify and weigh the contents without notice to the Merchant.

Merchant.

Special or Curamers as any sine and or inspect, vernly and weigh the contents without notice to the Merchant.

Special or the Content of the Conde cannot select very complete be carried or the Conde cannot select very complete be carried or the Conde cannot select very complete be carried or the Conde cannot select at all or without incurring any additional expense to taking any measures in relation to the Conde intervent the Conde in Merchant (but as his again only) take any measures and/or incur any reasonable additional expense to carry or to continue the carriage of the Coods, and/or to sel or dispose of them and/or to abandon the carriage and/or to store them ashore or affact, under cover or in the open, at any place, whichever the Carrier in its absolute discretion considers must appropriate, and any sale, disposal, abendoment or storage shall be deemed to constitute due delivery under this bill of Lading. The Merchant shall indominify the Carrier against any additional delivery under this bill of Lading. The Merchant shall indominify the Carrier against any additional obligation to lake any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

colligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

14. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY
14.1 This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box entitled "Carriers Receipt" on the front hereof.

14.2 No representation is made by the Carrier as to the weight contents, measure, quantity, quality, 14.2 No representation is made by the Carrier as to the weight contents, measure, quantity, quality, 14.3 The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof have been checked by or on behalf of the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or no heblaf of the Merchant, are adequate and correct. The Merchant warrants to that that the Goods and/or Merchant-posed Container.

14.4. The Merchant also warrants that the Goods and/or Merchant-posed Containers are lawful Goods, contain no contraband, drugs, other liepsi substances or stowaways, and that any hazardous or determination of the contrabance of the merchant of the merchant of the contrabance of the contra

infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for so dramage whatsoever incurred as a result of any opening, unpacking, inspection, repacking, intellion, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, es, costs, losses and expenses, including reasonable legal expenses and costs resulting from such from the control and the control of the control of

the Container.

14.8 The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the local Blackstone Shipping agent at the Ports of Loading and Discharge. Free time commences from the day the Container and other equipment is collected by the Merchant or is discharged from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Demurgae, per diem and detention charges will be levied and payable by the Merchant thereafter in accordance with the Tariff.

14.0 The Merchant shall refebilite.

Merchant thereafier in accordance with the Tariff.

14.9 The Merchant shall refelieve, to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, doour free, cleaned and with all fittings installed by the Merchant removed and without any rubbsh, dunnage or other debris inside. The Merchant shall be liable to indemnify the Carrier for any and all costs incurred reinstaling or replacing Containers and other equipment not returned in the condition as specified above, including the reasonable legal expenses and costs of recovering the costs incurred and interest thereon.

reasonable legal expenses and costs of recovering the costs incurred and interest mereon.

15. DANGEROUS OR HAZARDOUS GOODS

15.1 The Camier will not accept any Goods of a dangerous or hazardous nature without prior written noble of their full and true particulars and the Camier's written approval to carry them. When the Metroath delivers Goods of a dangerous or hazardous nature to the Camier, the Merchant shall fully inform the Camier in writing of the precise and accurate details of the Goods, and special precautions as well as on the coulded of the packaging inside the Container so as to indicate the nature thereof and the marking must comply with the requirements of any applicable regulations, including regulations contained in any relevant international treaty or convention.

15.2 The Merchant shall be fully liable for and shall indemnify, hold harmless and defend the Carrier, its sevans and subcontractions and anything rary for all loss, danage, delay, personal injury, death or expenses including fines and penalties, and all reasonable legal expenses and costs caused tothe Carrier, the Vessel, any racrop, and other property, whether on board or ashore, arising from such Goods and/or from the breach of clause 15.1, whether or not the Merchant was aware of the nature of such Goods. Goods.
15.3 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

16. FREIGHT AND CHARGES

16. FEIGHT AND CHARGES

16. Treight has been calculated on the basis of the Shipper's particulars and if such particulars are found to be erroneous and additional Freight is payable, the Merchant shall be liable therefor and also for any expense thereby fourzed.

16.2 Alf Freight is earned and due upon receipt of the Goods by the Carrier, whether the Freight is prepaid or collect and the Carrier shall be entitled to alf Freight the under all circumstances, ship andrior crapo lost or not lost or the voyage abandoned. All Freight shall be paid when due without any set-off, counter claim, or deflution.

or deduction.

16.3 Every Person defined as "Merchant" in clause 1 shall be jointly and severally liable to the Carrier for the payment of all Freight and charges and for the performance of the obligations of each of them hereunder. Any Person engaged by the Merchant to perform forwarding services with respect to the Goods shall be considered to be exclusively the Merchant's agent for all purposes, and any payment of Freight to such Person shall not be considered payment to the Carrier in any event whatsever. Failure of such third parties to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

17. CARRIER'S LIEN

The Carrier, its servants or agents shall have a lien on the Goods and any document relating thereto for Freight and for general average contributions to whomsoever due. The Carrier, its servants or agents shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due from the Merchant to the Carrier under any other contract. The Carrier may severose its lien at any time and any place in its size discrete in through the addition of any servant, agent or Subcontractor. Whether the controlled carrier gives also extend to over the cost whether the controlled carrier and the controlled controlled controlled controlled carrier in the controlled co

amount realised by such sale.

18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

18.1 Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless it is specifically significant on the front hereof that the Containers or Goods will be carried under deck. It carried or deck, the Carrier shall not be required to not, mark or stamp on the Bill of Lading any statement of such on-deck carriage. Save as provided in clause 10.2 such Goods (accept Lading any statement of such on-deck carriage. Save as provided in clause 10.2 such Goods (accept Goods) and the control of the Lading and shall be deemed a variety and shall be deemed to be within the definition of Goods for the purpose of the Haquie Rules or the COGSA or any compulsorily applicable legislation and shall be carried subject to such Rules or Act, whichever its applicable.

18.2 Goods which are out of gauge and/or are stowed on or in open top containers, flateack or platform and which are stated on the front hereof to be carried on deck, and all livestock whether carried on deck or under deck, are carried without any responsibility whatsoever on the part of the Corrier for loss or damage of whatsoever nature or delay arriang during the caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules or the COGSA shall not apply.

of windsoere in later to relay airsing during the cause whether CoGSA shall not apply.

19. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

19. If all any time the carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for the carriage is the Carrier may at its sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:

(a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by a relative the carriage of the Goods and store them ashore or afload upon the terms and conditions of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or

(c) abandon the carriage of the Goods and store them ashore or afload upon the terms and conditions of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or

(c) abandon the carriage of the Goods and store them ashore or afload upon the terms and conditions of this Bill or Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or

(c) abandon the carriage of the Goods and store them as the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavour to continue the carriage, whereupon the responsibility of the Carrier in respect of such Coods shall cases. The Carrier shall nevertheless be entitled to lift Prieglt on the Goods recorded for the carriage, a

20. NOTIFICATION AND DELIVERY
20.1 Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier's allure to give such notification shall not subject the Carrier to any liability nor relieve the Merchant of any obligation hereunder.
20.2 The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as otherwise agreed. If the Merchant falls to do so, the Carrier may without notice unpack the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods, including for misdelivery or non-delivery, shall case and the costs of such storage shall forthwith upon demand be paid by the Merchant Dut Carrier.
20.3 If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion the Goods are likely to delerorate, decay or become worthless; or incur charges whether for storage or otherwise in excess of their value, the Carrier may at its discretion and without projudice to any other rights which in may have against the Merchant, without notice and without any responsibility attaching to 1, seed, proceeds of sale in reduction of the sums due to the Carrier from the Merchant under or in connection with this Bill of Lading.
20.4 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause and/or to mitigate any loss or damage thereto shall consiblute an absolute waiver and abandoment by the Merchant to the Carrier of any claim whatsoever relating to the Goods whatseever incurred, including legal costs, for the cleaning and disposal of Goods refused and/or abandone by the Merchant.

21. BOTH TO BLAME COLLISION CLAUSE

It the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the nevigation or in the magnetic properties of the Vessel, the owners of the Coods carried fresunder will indemnify the Carrier gainst all loss or liability to the other or more arriying ship or the owners in so for as such loss or liability represents on the control of th

collision or contact.

22. GENERAL AVERAGE AND SALVAGE
General Average shall be adjusted, stated and settled at any port or place at the Carrier's option according to Yofk- Antwerp Kules 1994 except Rule XXII and, as to matters not therein provided for, according to the laws and usages at any port or place at the Carrier's option. General Average on a Vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel, or provided the carrier and require as additional security for the contribution of the Goods and salvage and special charges thereon, shall be furnished before delivery or forwarding. In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contriant, or otherwise, the Goods and the Merchant shall, jointly and severally, contribute with the Carrier in General Average to the payment of any salvings and special charges incurred in respect of the Goods, as determined by an independent General and the Carrier is not responsible by statute, on the Carrier is not responsible to the Coods, as determined by an independent General and the Carrier is not responsible to the Carrier, salvage shall be paid for as fully and in the same manner as fluch salvaging ship or ships belonged to strangers. Such deposite at the Carrier or is agents may deem sufficient to cover the estimated contribution on the goods and any salvage and special charges thereon shall, if required, be made by the Goods, Shippers, Consignees or owners of the Goods to the Carrier before delivery.

The terms of this Bill of Lading shall be separable and, if any term or provision hereof or any part of any terms of this Bill of Lading shall be available and the provision hereof or any part of any terms provision shall be windt to explore the control that the terms or provision hereof. This Bill of Lading is the final contract between the parties which supersease any prior agreement and the control the wheel her provision hereof. This Bill of Lading has been any control to the provision of the provision hereof. This Bill of Hadden to the provision of the provision hereof the provision hereof. This Bill of the provision hereof the provision hereof the provision hereof the provision hereof. This Bill of the provision hereof the provision hereof the provision hereof the provision hereof the terms of the provision hereof the provision hereof the provision hereof the terms of the provision hereof the provision hereof the provision hereof the terms of the provision hereof the provision hereof the provision hereof the terms of the provision hereof the provision hereof the terms of terms of the terms of the terms of the terms of the terms of terms of the terms of the terms of terms o